

430

# WHITE & CASE

1747 PENNSYLVANIA AVENUE, N W  
WASHINGTON, D C

333 SOUTH HOPE STREET, LOS ANGELES

200 SOUTH BISCAYNE BOULEVARD, MIAMI

20, PLACE VENDÔME, PARIS

66 GRESHAM STREET, LONDON

BIRGER JARLSGATAN 14, STOCKHOLM

1155 AVENUE OF THE AMERICAS  
NEW YORK, NEW YORK 10036-2787

(212) 819-8200

FACSIMILE (212) 354-8113

TELEX 126201

20-5, ICHIBANCHO, CHIYODA-KU, TOKYO

15 QUEEN'S ROAD CENTRAL, HONG KONG

50 RAFFLES PLACE, SINGAPORE

CUMHURİYET CADDESİ 12/10 İSTANBUL

ZIYA UR RAHMAN CADDESİ 17/5, ANKARA

2013 WALI AL-AHD (P O BOX 2256), JEDDAH

17021  
RECORDATION NO  
FILED 1425

17021  
RECORDATION NO  
FILED 1425

SS:JC

SEP 27 1990 - 10 25 AM

September 27, 1990

SEP 27 1990 - 10 25 AM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Office of the Secretary  
Recordations Unit  
Room 2303  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

0-270A017

17021  
RECORDATION NO  
FILED 1425

Attention: Ms. Mildred Lee

SEP 27 1990 - 10 25 AM

Dear Ms. Lee:

INTERSTATE COMMERCE COMMISSION

Enclosed are an original and one certified true copy of each of the documents described below, to be recorded pursuant to 49 U.S.C. { 11303.

The first document, Lease Agreement No. 1, dated as of September 1, 1990, is a primary document. The names and address of the parties to such document are as follows:

Wilmington Trust Company *Besser*  
Rodney Square North  
Wilmington, Delaware 19890

CSX Transportation, Inc. *Besser*  
100 N. Charles Street  
Baltimore, Maryland 21201

The second document, Indenture and Security Agreement No. 1, dated as of September 1, 1990, is a primary document. The names and addresses of the parties to such document are as follows:

SEP 27 10 20 AM '90

Wilmington Trust Company *Owner*  
Rodney Square North  
Wilmington, Delaware 19890

Mercantile-Safe Deposit and Trust Company *Trustee*  
2 Hopkins Plaza  
P.O. Box 2258  
Baltimore, Maryland 21203

The third document, Lease and Indenture Supplement No. 1, dated September 27, 1990, is a secondary document. The names and addresses of the parties to such document are as follows:

Wilmington Trust Company  
Rodney Square North  
Wilmington, Delaware 19890

CSX Transportation, Inc.  
100 N. Charles Street  
Baltimore, Maryland 21201

Mercantile-Safe Deposit and Trust Company  
2 Hopkins Plaza  
P.O. Box 2258  
Baltimore, Maryland 21203

A description of the equipment covered by each of these documents follows: Bathtub Gondola Cars. The identifying marks for this equipment are provided in Appendix A attached hereto.

A filing fee of \$13.00 is enclosed. Please return the original and any extra copies needed by the Commission for recordation to the undersigned.

A short summary of the documents to appear in the index follows:

Lease Agreement No. 1 dated as of September 1, 1990, between Wilmington Trust Company, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee and CSX Transportation, Inc., as Lessee, covering up to 680

Bathtub Gondola Cars identified by the Lessee in Annex 1.

Indenture and Security Agreement No. 1, dated as of September 1, 1990, between Wilmington Trust Company, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, covering up to 680 Bathtub Gondola Cars identified by the Lessee in Annex 1.

Lease and Indenture Supplement No. 1, dated September 27, 1990, among Wilmington Trust Company, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee, CSX Transportation, Inc., as Lessee, and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, covering up to 680 Bathtub Gondola Cars identified by the Lessee in Annex 1.

Very truly yours,



Susan Scheman

Enclosures

cc: Marianne Rosenberg, Esq.  
Donna M. Mazzaferro, Esq.

17021

RECORDATION NO.

FILED

SEP 27 1990 - 11 25 AM

INTERSTATE COMMERCE COMMISSION

LEASE AND INDENTURE SUPPLEMENT NO. 1

Dated September 27, 1990

Among

WILMINGTON TRUST COMPANY,  
not in its individual capacity but solely as trustee,  
Lessor/Owner Trustee,

CSX TRANSPORTATION, INC.,  
Lessee

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
not in its individual capacity but solely as trustee,  
Indenture Trustee

BATHTUB GONDOLA CARS

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ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 AND TO THE RAILCARS COVERED HEREBY ON THE PART OF WILMINGTON TRUST COMPANY, AS OWNER TRUSTEE, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE UNDER AN INDENTURE AND SECURITY AGREEMENT NO. 1 DATED AS OF SEPTEMBER 1, 1990. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

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FILED WITH THE INTERSTATE COMMERCE COMMISSION  
PURSUANT TO 49 U.S.C. § 11303 ON SEPTEMBER 27, 1990  
AT \_\_:\_\_ A.M. RECORDATION NUMBER \_\_\_\_\_.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 1, dated September 27, 1990, among WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement No. 1 dated as of September 1, 1990 (the "Trust Agreement") with CHASE MANHATTAN SERVICE CORPORATION, CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland trust company, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H :

WHEREAS, Lessor, Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement No. 1 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement No. 1 (the "Lease") dated as of September 1, 1990, and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement No. 1 (the "Indenture"), each dated as of September 1, 1990 (capitalized terms used herein without definitions having the respective meanings set forth in Appendix X to the Lease);

WHEREAS, the Participation Agreement and the Lease provide that on the Closing Date Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Seller, the Railcars to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Closing Date;

WHEREAS, the Participation Agreement, the Lease, and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purposes of leasing the Railcars under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Railcars to the lien of the Indenture;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Indenture Trustee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Railcars listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Railcars for all purposes hereof and of the Lease as being in accordance with the Statement of Specifications attached as an exhibit to the Appraisal for such Railcars and in good working order.

3. The aggregate Lessor's Cost of the Railcars leased hereunder is \$21,080,000 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Bathtub Gondola Car leased hereunder are set forth on Schedule 1 hereto. The Stipulated Loss Values and Termination Values set forth, respectively, on Schedules 2 and 3 hereto shall be applicable in respect of the Bathtub Gondola Cars leased hereunder on the date hereof.

4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Indenture Supplement No. 1, on the Basic Term Commencement Date to pay Interim Rent to Lessor for each Railcar leased hereunder as provided for in the Lease and on each Payment Date during the Basic Term to pay Basic Rent to Lessor for each Railcar leased hereunder as provided for in the Lease.

5. In order to secure the prompt payment of the principal of and Premium, if any, and interest on the Notes issued on the date hereof and on the other Notes, Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto the Indenture Trustee in (i) the Railcars listed on Schedule 1 hereto and (ii) this Lease and Indenture Supplement No. 1, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its successors and its assigns for its and their own use and benefit forever.

6. All of the provisions of the Lease and the Indenture are hereby incorporated by reference in this Lease and Indenture Supplement No. 1 to the same extent as if fully set forth herein.

7. This Lease and Indenture Supplement No. 1 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an

original, but all such counterparts shall together constitute but one and the same instrument.

8. This Lease and Indenture Supplement No. 1 is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor, Lessee and Indenture  
Trustee have caused this Lease and Indenture Supplement  
No. 1 to be duly executed on the date and year set forth in  
the opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY,  
not in its individual capac-  
ity but solely as Owner  
Trustee

By   
Title: Financial Services Officer

Lessee

CSX TRANSPORTATION, INC.

By \_\_\_\_\_  
Title:

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY,  
not in its individual capac-  
ity but solely as Indenture  
Trustee

By \_\_\_\_\_  
Title:



IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 1 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY,  
not in its individual capacity but solely as Owner Trustee

By \_\_\_\_\_  
Title:

Lessee

CSX TRANSPORTATION, INC.

By A. B. Apton  
Title: Treasurer

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY,  
not in its individual capacity but solely as Indenture Trustee

By \_\_\_\_\_  
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture  
Trustee have caused this Lease and Indenture Supplement  
No. 1 to be duly executed on the date and year set forth in  
the opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY,  
not in its individual capac-  
ity but solely as Owner  
Trustee

By \_\_\_\_\_  
Title:

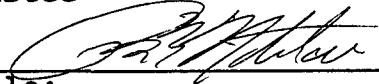
Lessee

CSX TRANSPORTATION, INC.

By \_\_\_\_\_  
Title:

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY,  
not in its individual capac-  
ity but solely as Indenture  
Trustee

By  \_\_\_\_\_  
Title: VICE PRESIDENT

Receipt of this original counterpart of this Lease and Indenture Supplement No. 1 is hereby acknowledged this \_\_\_\_ day of September, 1990.

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY,  
as Indenture Trustee

By \_\_\_\_\_  
Title:



STATE OF MARYLAND)

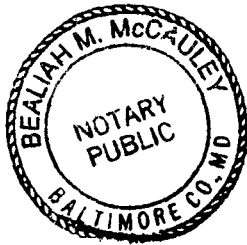
: ss.:

CITY OF BALTIMORE)

On this 26th day of September, 1990, before me personally appeared A.B. Aftoora, to me personally known, who, being by me duly sworn, says that he is Treasurer of CSC Transportation, Inc., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Beulah M. McCauley  
Notary Public

My Commission Expires: 11-1-93  
[Notary Seal]



STATE OF Maryland )  
CITY OF Baltimore ) ss.:

On this 26th day of September, 1990, before me personally appeared John M. Mitchell, to me personally known, who, being by me duly sworn, says that he is Vice President, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Carol A. Glusams  
Notary Public

My Commission Expires: 8/1/91  
[Notary Seal]

SCHEDULE 1

SCHEDULE OF RAILCARS TO BE DELIVERED

Bathtub Gondola Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
680	See Attached Schedule	\$31,000	\$21,080,000

## 100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
CSXT	383002
CSXT	383003
CSXT	383004
CSXT	383005
CSXT	383006
CSXT	383007
CSXT	383008
CSXT	383009
CSXT	383010
CSXT	383011
CSXT	383012
CSXT	383013
CSXT	383014
CSXT	383015
CSXT	383016
CSXT	383017
CSXT	383018
CSXT	383019
CSXT	383020
CSXT	383021
CSXT	383022
CSXT	383023
CSXT	383024
CSXT	383025
CSXT	383026
CSXT	383027
CSXT	383028
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CSXT	383031
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CSXT	383033
CSXT	383034
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CSXT	383038
CSXT	383039
CSXT	383040
CSXT	383041
CSXT	383042
CSXT	383043
CSXT	383044
CSXT	383045
CSXT	383046
CSXT	383047
CSXT	383048
CSXT	383049
CSXT	383050
CSXT	383051
CSXT	383052



100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
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CSXT	383053
CSXT	383054
CSXT	383055
CSXT	383056
CSXT	383057
CSXT	383058
CSXT	383059
CSXT	383060
CSXT	383061
CSXT	383062
CSXT	383063
CSXT	383064
CSXT	383065
CSXT	383066
CSXT	383067
CSXT	383068
CSXT	383069
CSXT	383070
CSXT	383071
CSXT	383072
CSXT	383073
CSXT	383074
CSXT	383075
CSXT	383076
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CSXT	383083
CSXT	383084
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CSXT	383086
CSXT	383087
CSXT	383088
CSXT	383089
CSXT	383090
CSXT	383091
CSXT	383092
CSXT	383093
CSXT	383094
CSXT	383095
CSXT	383096
CSXT	383097
CSXT	383098
CSXT	383099
CSXT	383100
CSXT	383101
CSXT	383102
CSXT	383103

100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	383104
CSXT	383105
CSXT	383106
CSXT	383107
CSXT	383108
CSXT	383109
CSXT	383110
CSXT	383111
CSXT	383112
CSXT	383113
CSXT	383114
CSXT	383115
CSXT	383116
CSXT	383117
CSXT	383118
CSXT	383119
CSXT	383120
CSXT	383121
CSXT	383122
CSXT	383123
CSXT	383124
CSXT	383125
CSXT	383126
CSXT	383127
CSXT	383128
CSXT	383129
CSXT	383130
CSXT	383131
CSXT	383132
CSXT	383133
CSXT	383134
CSXT	383135
CSXT	383136
CSXT	383137
CSXT	383138
CSXT	383139
CSXT	383140
CSXT	383141
CSXT	383142
CSXT	383143
CSXT	383144
CSXT	383145
CSXT	383146
CSXT	383147
CSXT	383148
CSXT	383149
CSXT	383150
CSXT	383151
CSXT	383152
CSXT	383153
CSXT	383154

100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	383155
CSXT	383156
CSXT	383157
CSXT	383158
CSXT	383159
CSXT	383160
CSXT	383161
CSXT	383162
CSXT	383163
CSXT	383164
CSXT	383165
CSXT	383166
CSXT	383167
CSXT	383168
CSXT	383169
CSXT	383170
CSXT	383171
CSXT	383172
CSXT	383173
CSXT	383174
CSXT	383175
CSXT	383176
CSXT	383177
CSXT	383178
CSXT	383179
CSXT	383180
CSXT	383181
CSXT	383182
CSXT	383183
CSXT	383184
CSXT	383185
CSXT	383186
CSXT	383187
CSXT	383188
CSXT	383189
CSXT	383190
CSXT	383191
CSXT	383192
CSXT	383193
CSXT	383194
CSXT	383195
CSXT	383196
CSXT	383197
CSXT	383198
CSXT	383199
CSXT	383200
CSXT	383201
CSXT	383202
CSXT	383203
CSXT	383204
CSXT	383205

100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
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CSXT	383206
CSXT	383207
CSXT	383208
CSXT	383209
CSXT	383210
CSXT	383211
CSXT	383212
CSXT	383213
CSXT	383214
CSXT	383215
CSXT	383216
CSXT	383217
CSXT	383218
CSXT	383219
CSXT	383220
CSXT	383221
CSXT	383222
CSXT	383223
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CSXT	383242
CSXT	383243
CSXT	383244
CSXT	383245
CSXT	383246
CSXT	383247
CSXT	383248
CSXT	383249
CSXT	383250
CSXT	383251
CSXT	383252
CSXT	383253
CSXT	383254
CSXT	383255
CSXT	383256

100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
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CSXT	383257
CSXT	383258
CSXT	383259
CSXT	383260
CSXT	383261
CSXT	383262
CSXT	383263
CSXT	383264
CSXT	383265
CSXT	383266
CSXT	383267
CSXT	383268
CSXT	383269
CSXT	383270
CSXT	383271
CSXT	383272
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CSXT	383294
CSXT	383295
CSXT	383296
CSXT	383297
CSXT	383298
CSXT	383299
CSXT	383300
CSXT	383301
CSXT	383302
CSXT	383303
CSXT	383304
CSXT	383305
CSXT	383306
CSXT	383307

100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
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CSXT	383308
CSXT	383309
CSXT	383310
CSXT	383311
CSXT	383312
CSXT	383313
CSXT	383314
CSXT	383315
CSXT	383316
CSXT	383317
CSXT	383318
CSXT	383319
CSXT	383320
CSXT	383321
CSXT	383322
CSXT	383323
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CSXT	383351
CSXT	383352
CSXT	383353
CSXT	383354
CSXT	383355
CSXT	383356
CSXT	383357
CSXT	383358

100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
CSXT	383359
CSXT	383360
CSXT	383361
CSXT	383362
CSXT	383363
CSXT	383364
CSXT	383365
CSXT	383366
CSXT	383367
CSXT	383368
CSXT	383369
CSXT	383370
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CSXT	383373
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CSXT	383397
CSXT	383398
CSXT	383399
CSXT	383400
CSXT	383401
CSXT	383402
CSXT	383403
CSXT	383404
CSXT	383405
CSXT	383406
CSXT	383407
CSXT	383408
CSXT	383409

100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
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CSXT	383410
CSXT	383411
CSXT	383412
CSXT	383413
CSXT	383414
CSXT	383415
CSXT	383416
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CSXT	383418
CSXT	383419
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CSXT	383458
CSXT	383459
CSXT	383460



100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
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CSXT	383461
CSXT	383462
CSXT	383463
CSXT	383464
CSXT	383465
CSXT	383466
CSXT	383467
CSXT	383468
CSXT	383469
CSXT	383470
CSXT	383471
CSXT	383472
CSXT	383473
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CSXT	383475
CSXT	383476
CSXT	383477
CSXT	383478
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CSXT	383480
CSXT	383481
CSXT	383482
CSXT	383483
CSXT	383484
CSXT	383485
CSXT	383486
CSXT	383487
CSXT	383488
CSXT	383489
CSXT	383490
CSXT	383491
CSXT	383492
CSXT	383493
CSXT	383494
CSXT	383495
CSXT	383496
CSXT	383497
CSXT	383498
CSXT	383499
CSXT	383500
CSXT	383501
CSXT	383502
CSXT	383503
CSXT	383504
CSXT	383505
CSXT	383506
CSXT	383507
CSXT	383508
CSXT	383509
CSXT	383510
CSXT	383511

100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
CSXT	383512
CSXT	383513
CSXT	383514
CSXT	383515
CSXT	383516
CSXT	383517
CSXT	383518
CSXT	383519
CSXT	383520
CSXT	383521
CSXT	383522
CSXT	383523
CSXT	383524
CSXT	383525
CSXT	383526
CSXT	383527
CSXT	383528
CSXT	383529
CSXT	383530
CSXT	383531
CSXT	383532
CSXT	383533
CSXT	383534
CSXT	383535
CSXT	383536
CSXT	383537
CSXT	383538
CSXT	383539
CSXT	383540
CSXT	383541
CSXT	383542
CSXT	383543
CSXT	383544
CSXT	383545
CSXT	383546
CSXT	383547
CSXT	383548
CSXT	383549
CSXT	383550
CSXT	383551
CSXT	383552
CSXT	383553
CSXT	383554
CSXT	383555
CSXT	383556
CSXT	383557
CSXT	383558
CSXT	383559
CSXT	383560
CSXT	383561
CSXT	383562

100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
CSXT	383563
CSXT	383564
CSXT	383565
CSXT	383566
CSXT	383567
CSXT	383568
CSXT	383569
CSXT	383570
CSXT	383571
CSXT	383572
CSXT	383573
CSXT	383574
CSXT	383575
CSXT	383576
CSXT	383577
CSXT	383578
CSXT	383579
CSXT	383580
CSXT	383581
CSXT	383582
CSXT	383584
CSXT	383585
CSXT	383586
CSXT	383587
CSXT	383588
CSXT	383589
CSXT	383590
CSXT	383591
CSXT	383592
CSXT	383593
CSXT	383594
CSXT	383595
CSXT	383596
CSXT	383597
CSXT	383598
CSXT	383599
CSXT	383600
CSXT	383601
CSXT	383602
CSXT	383603
CSXT	383604
CSXT	383605
CSXT	383606
CSXT	383607
CSXT	383608
CSXT	383609
CSXT	383610
CSXT	383611
CSXT	383612
CSXT	383613
CSXT	383614

100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
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CSXT	383615
CSXT	383616
CSXT	383617
CSXT	383618
CSXT	383619
CSXT	383620
CSXT	383621
CSXT	383622
CSXT	383623
CSXT	383624
CSXT	383625
CSXT	383626
CSXT	383627
CSXT	383628
CSXT	383629
CSXT	383630
CSXT	383631
CSXT	383632
CSXT	383633
CSXT	383634
CSXT	383635
CSXT	383636
CSXT	383637
CSXT	383638
CSXT	383639
CSXT	383640
CSXT	383641
CSXT	383642
CSXT	383643
CSXT	383644
CSXT	383645
CSXT	383646
CSXT	383647
CSXT	383648
CSXT	383649
CSXT	383650
CSXT	383651
CSXT	383652
CSXT	383653
CSXT	383654
CSXT	383655
CSXT	383656
CSXT	383657
CSXT	383658
CSXT	383659
CSXT	383660
CSXT	383661
CSXT	383662
CSXT	383663
CSXT	383664
CSXT	383665

100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
CSXT	383666
CSXT	383667
CSXT	383668
CSXT	383669
CSXT	383670
CSXT	383671
CSXT	383672
CSXT	383673
CSXT	383674
CSXT	383675
CSXT	383676
CSXT	383677
CSXT	383678
CSXT	383679
CSXT	383680
CSXT	383681
CSXT	383682

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SCHEDULE 2  
to  
Lease and Indenture  
Supplement No. 1

STIPULATED LOSS VALUE

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to March 26, 2004, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on March 26, 2004, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 1 to the Lease) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs after March 26, 2004, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2 shall be applicable in respect of the Bathtub Gondola Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
March 26, 1991	107.28161165
September 26, 1991	109.22237476
March 26, 1992	109.11946449
September 26, 1992	110.11113405
March 26, 1993	109.08692119
September 26, 1993	109.44404661
March 26, 1994	107.80192678
September 26, 1994	108.10429636
March 26, 1995	106.29534637
September 26, 1995	106.47402906
March 26, 1996	104.31879587
September 26, 1996	101.74385977
March 26, 1997	101.74383977
September 26, 1997	98.88529169
March 26, 1998	98.88529169
September 26, 1998	95.72645513
March 26, 1999	95.72645513
September 26, 1999	95.72645513
March 26, 2000	92.40999262
September 26, 2000	92.40999262
March 26, 2001	86.64253882
September 26, 2001	86.66934276
March 26, 2002	80.64172325
September 26, 2002	81.02437509
March 26, 2003	74.52409525
September 26, 2003	75.07898028
March 26, 2004	68.15448802
March 26, 2004	68.15448802
September 26, 2004	59.59337966
March 26, 2005	60.70514355
September 26, 2005	51.45802043
March 26, 2006	52.87372298
September 26, 2006	43.07594373
March 26, 2007	44.49954106
September 26, 2007	34.10121974
March 26, 2008	35.61301679
September 26, 2008	25.36426085
March 26, 2009	26.00000001

SCHEDULE 3  
to  
Lease and Indenture  
Supplement No. 1

TERMINATION VALUE

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to March 26, 2004, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on March 26, 2004, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 1 hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after March 26, 2004, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3 shall be applicable in respect of the Bathtub Gondola Cars leased hereunder on the date hereof.



<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
March 26, 1991	107.28161165
September 26, 1991	109.22237476
March 26, 1992	109.11946449
September 26, 1992	110.11113405
March 26, 1993	109.08692119
September 26, 1993	109.44404661
March 26, 1994	107.80192678
September 26, 1994	108.10429636
March 26, 1995	106.29534637
September 26, 1995	106.47402906
March 26, 1996	104.31879587
September 26, 1996	101.74385977
March 26, 1997	101.74383977
September 26, 1997	98.88529169
March 26, 1998	98.88529169
September 26, 1998	95.72645513
March 26, 1999	95.72645513
September 26, 1999	95.72645513
March 26, 2000	92.40999262
September 26, 2000	92.40999262
March 26, 2001	86.64253882
September 26, 2001	86.66934276
March 26, 2002	80.64172325
September 26, 2002	81.02437509
March 26, 2003	74.52409325
September 26, 2003	75.07898028
March 26, 2004	68.15448802
March 26, 2004	68.15448802
September 26, 2004	59.39337966
March 26, 2005	60.70514355
September 26, 2005	51.45802043
March 26, 2006	52.87372298
September 26, 2006	43.07594373
March 26, 2007	44.49954106
September 26, 2007	34.10121974
March 26, 2008	35.61301679
September 26, 2008	25.36426085
March 26, 2009	26.00000001